

Virtual Dementia Tour® (VDT®) Limited Licensing/Membership Agreement

This Licensing/Membership Agreement between Second Wind Dreams®, Inc. (SWD®) and County of Placer (“Licensee”) (collectively, “the Parties”) provides the terms and conditions pursuant to which SWD grants to County of Placer a limited, non-exclusive, non-transferable personal right and license for use of the Virtual Dementia Tour (VDT). Accordingly, in consideration of the mutual covenants set forth in this Licensing Agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties AGREE:

1. The VDT is a proprietary training program owned by SWD, which was designed to help caregivers better understand the behaviors and needs of people living with dementia. The VDT is a registered mark and contains the intellectual property of SWD. Additionally, the components, elements, and functions of the VDT are protected under U.S. Patent No. 8,388,347.

2. SWD is the sole owner of the VDT and of all related designs, information, documents, programs, methods, techniques, data, software, images, videos, recordings, instructions, manuals, components, accessories, equipment, devices, and materials (collectively, the “VDT Materials”).

3. Except as otherwise provided in Paragraph 4 of this Licensing Agreement, Licensee has no right to use, copy, distribute, disclose, or modify any VDT Materials. All rights not specifically granted herein are reserved by SWD.

4. In exchange for the obligations set forth in Paragraph 5, Licensee will receive:

- A license to use the VDT Materials to conduct the VDT for a one-year period for allowable audience(s) as specified in Licensee’s invoice(s);
- A license to use the VDT Materials to conduct a free VDT on a single occasion (for the lifetime of this Agreement) for a third-party entity, subject to SWD approval. (SWD will not approve Licensee to conduct a free VDT event in college, university, hospital, or conference settings.);
- A license to copy and distribute designated forms and printed materials to conduct the VDT for a one-year period;
- Access to three sets of patented components for use during VDT events to simulate the effects of aging and dementia;
- A license to use, copy, distribute, and modify SWD-provided marketing materials for a one-year period to promote the VDT, subject to SWD’s review and approval;
- Access to a resource manual (the “VDT Manual”), which includes research, instructions for conducting the VDT, and guidance on how to best facilitate VDT events;
- Access to other resources on SWD’s online portal;
- Training from SWD for at least one individual on how to facilitate the VDT so that such individual(s) may become approved facilitators of the VDT; and

- *If Licensee employs an SWD-approved Certified Trainer:* A license to copy and distribute designated forms and printed materials and use the VDT Materials for facilitator training events, subject to approval by SWD, for a one-year period.
5. In exchange for the benefits set forth in Paragraph 4, Licensee agrees to:
- Pay all fees set forth in Licensee's invoice(s);
 - Pay the renewal fees designated by SWD for the renewal of this Agreement yearly, on the anniversary of its execution date ("Renewal Fees");
 - Ensure that all VDT events are conducted only by SWD-approved Certified Trainers or facilitators;
 - Ensure that all VDT events are conducted in accordance with the guidelines contained in the VDT Manual;
 - Ensure that sufficient staff and resources are available to conduct any event safely;
 - Ensure that all event attendees have executed the appropriate Hold Harmless Agreement with SWD;
 - Use the VDT Materials only for purposes of conducting a VDT, unless another use is expressly approved in writing by SWD;
 - Obtain express written approval from SWD before referencing the VDT or VDT Materials in any grant request, funding proposal, research project, or other communication;
 - Make all VDT events free of charge to participants, and allow an SWD representative to attend any event upon request;
 - Make a good faith effort to ensure that the VDT Materials are not used, copied, modified, or distributed by third-parties; and
 - Notify SWD of any known or suspected unauthorized use of any of the VDT Materials by any person or entity.
6. This Agreement and all associated licenses will begin the date that Licensee executes this Agreement, and it will continue for an initial term of one year (365 days). This Agreement shall then automatically renew each year, on the anniversary of its execution date ("Renewal Date") without the parties executing any new agreement, so long as Licensee pays the required Renewal Fees specified by SWD within 60 days of that year's Renewal Date.
7. Licensee acknowledges that using the VDT Materials for audiences or purposes not specifically authorized by SWD is a material breach of this Licensing Agreement. Further, Licensee has no right to conduct the VDT if the 365-day initial term or any subsequent renewal term has expired and Licensee has not paid all applicable Renewal Fees. SWD retains the authority to suspend Licensee's right to use the VDT Materials with one (1) days' notice for Licensee's known or suspected noncompliance with any term of this Licensing Agreement.
8. Licensee acknowledges that through this Licensing Agreement and its relationship with SWD, Licensee may acquire non-public confidential and proprietary information ("Confidential Information") belonging to SWD, including but not limited to details regarding SWD's VDT program and training materials. Licensee agrees that Licensee will keep such information confidential, and not to use, disclose, or publish Confidential Information unlawfully. Licensee acknowledges that this section constitutes an essential term of this Licensing Agreement.

9. Licensee expressly acknowledges and agrees that the use of the VDT Materials is at Licensee's own, sole risk, and no promises as to the operations or function of the VDT Materials is made by SWD. Licensee acknowledges that it accepts the VDT Materials "as is" with no express or implied warranties of any kind.

10. Licensee agrees to replace or upgrade any VDT Materials upon request from SWD, and in all cases, to replace any components that have been damaged. The VDT Materials at all times remain the property of SWD, but Licensee will be responsible for all replacement costs.

11. Licensee acknowledges and agrees that, as between Licensee and SWD, all right, title and interest in and to the VDT Materials, including but not limited to all patents, copyrights, trademarks, trade secrets, and all other intellectual property rights, will at all times remain solely with SWD. SWD alone has the authority to authorize any use or distribution of the VDT Materials. Licensee has no rights whatsoever over any intellectual property relating to the VDT Materials, and may not at any time claim or seek such rights.

12. Licensee may terminate this Licensing Agreement at any time by returning to SWD all VDT Materials and ceasing to engage in any activities relating to the VDT program. SWD may terminate this Licensing Agreement at any time by providing thirty (30) calendar days' written notice to Licensee. If SWD terminates this Licensing Agreement for reason other than a breach or suspected breach by Licensee, SWD will provide a prorated reimbursement of the yearly fee paid by Licensee based on the number of full months remaining in the twelve-month period. Licensee must return all VDT Materials to SWD within ten (10) days upon the termination of this Agreement by either Party, or upon request by SWD.

13. Even if this Agreement is terminated, all provisions relating to remedies and the protection of SWD's intellectual property and Confidential Information will survive and remain in full force and effect.

14. Licensee acknowledges and agrees that all terms contained in this Licensing Agreement protecting SWD's intellectual property rights and Confidential Information are essential terms, and that each covenant contained herein is reasonable and necessary to protect the business, interests, and property of SWD. Licensee further agrees that irreparable loss and damage may be suffered by SWD should Licensee breach any of these covenants. Licensee therefore agrees and consents that, in addition to all the remedies provided by law or in equity, SWD will be entitled to a temporary restraining order and temporary and permanent injunctions to prevent a breach or contemplated breach of any of the covenants.

15. Licensee agrees to indemnify and hold harmless SWD, its employees, owners, officers, directors, agents, subsidiaries, successors, affiliates, and assigns, from and against any and all loss, damage, liability, costs, and expenses, including reasonable attorneys' fees, arising out of, or in connection with, the use or misuse of the VDT Materials by Licensee.

16. This Licensing Agreement will be governed by the laws of the State of Georgia, and Licensee hereby submits exclusively to personal jurisdiction in the State of Georgia for any action arising out of or in connection with this Agreement. Additionally, Licensee agrees that for any cause of action arising out of or in connection with this Agreement, venue is solely proper in

any state or federal court within Fulton County, Georgia. Licensee waives any and all right to object to jurisdiction within the State of Georgia.

17. This Agreement will be binding upon and inure to the benefit of the Parties' successors and assigns, but Licensee may not assign or subcontract its rights, duties, or obligations without prior written approval from SWD.

18. If any provision of this Licensing Agreement is held by a court to be unenforceable, the provision should be amended or struck to achieve an effect that is as near as possible to that provided by the original provision. All other provisions should be given full force and effect.

19. The Parties agree that this Licensing Agreement contains the the entire agreement of the Parties, and that it supersedes all prior agreements between them relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by a written instrument signed by the Parties to this Agreement. Any waiver under this Agreement must be in writing and signed by the party granting the waiver.

LIMITATION ON LIABILITY

SWD expressly disclaims all implied and statutory warranties, including but not limited to warranties of merchantability and fitness for a particular purpose. In no event will SWD be liable for any indirect, special, incidental, punitive, or consequential damages, even if SWD has been advised of the possibility of such damages.

SWD'S LIABILITY FOR DAMAGES HEREUNDER WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE UNDER THIS LICENSING AGREEMENT.

By signing below, Licensee hereby affirms that he or she is duly authorized to enter this Licensing Agreement.

Date:

By:

Print Name:

Robert L. Oldham

Title:

Director

Company:

County of Placer

**Addendum to
DACE Membership Terms and Conditions of Use Agreement**

THIS ADDENDUM ("Addendum") dated as of May 25, 2022, is entered into by and between Second Wind Dreams[®], Inc. ("Licensor") and Placer County Healthy Brain Initiative, ("Licensee").

The Parties wish to make the following modifications to the terms and conditions of the Agreement.

The Parties hereby agree as follows:

1. The following language shall be removed from item #8 of the Agreement: "The Party breaching or threatening to breach this Agreement shall reimburse the other Party for all costs and expenses, including attorneys' fees, incurred by it in successfully enforcement of the other Parties' obligations hereunder."

Second Wind Dreams®, Inc.

Placer County



By: Melora Jackson

By: Robert L. Oldham

Title: VDT Clinical Manager

Title: Director



DACE®

Membership

Terms & Conditions of Use

This Non-Disclosure Agreement (the "Agreement") is effective as of today by and between Second Wind Dreams, Inc., a 501(c)(3) Non Profit, Roswell, Georgia (the "Company") and the DACE user ("Third Party") (either the Company or the Third Party may be hereinafter referred to individually as the "Party" and collectively as the "Parties").

1. Purpose. The Third Party will be conducting the Dementia Aware Competency Evaluation (DACE®) and given access to the Company proprietary and confidential information.
2. Definition. "Confidential Information" means any and all technical and non-technical information designated in writing to be confidential or proprietary by the Company. In this case, the DACE assessment tool, computer program, webinar.
3. Non-Use and Non-Disclosure of Confidential Information. The Receiving Party agrees not to use the Confidential Information disclosed to it by the Disclosing Party except to carry out the undertaking of, provision of DACE within their own company or eldercare community, home health or hospital. The receiving party agrees not to copy or reproduce such information without the prior written approval of Disclosing Party; provided the Receiving Party may copy and reproduce such information without prior written consent so long as such copying or reproduction is done for internal use. The Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out DACE. The Receiving Party agrees that it is responsible for compliance with this Agreement. The Receiving Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information. The Receiving Party agrees to immediately notify the Disclosing Party in writing of any misuse or misappropriation of such Confidential Information of the Disclosing Party, which may come to its attention. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information and which are provided to the Receiving Party hereunder.
4. Mandatory Disclosure. In the event that Receiving Party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party shall give prompt notice to the Disclosing Party in advance of such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.
5. Disclosed Information. Although the Disclosing Party has endeavored to include in the Confidential Information accurate and complete information regarding itself, which it believes to be relevant for the purpose of staff evaluation, the Receiving Party

understands that Disclosing Party has not made nor will make any representation or warranty as to the accuracy or completeness of the Confidential Information. Receiving Party agrees that the Disclosing Party shall not have any liability to Receiving Party resulting from the Confidential Information.

6. Export Controls. Receiving Party of Confidential Information agrees that it will not export outside the United States, if a United States company or citizen, or re-export, if a foreign company or citizen, any Confidential Information or direct product thereof, except as permitted by the laws and regulations of the United States and as specifically approved by the Disclosing Party in writing.

7. Miscellaneous. The federal and state courts within the State of Georgia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

8. The Company retains the right to view results in DACE and use them for research purposes.

Remedies. Receiving Party agrees that its obligations hereunder are necessary and reasonable in order to protect the Disclosing Party and its business. Accordingly, the Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, and to compel specific performance without the necessity of proving actual damages. The Party breaching or threatening to breach this Agreement shall reimburse the other Party for all costs and expenses, including attorneys' fees, incurred by it in successfully enforcement of the other Parties' obligations hereunder.

Second Wind Dreams® (SWD®), Inc. Virtual Dementia Tour® (VDT®) Program Rules & Regulations

Ownership/Licensing of Program Materials

You are purchasing a limited license to use the program and lease the patented and copyright protected program materials. Altering or creating your own version of the VDT is a violation of the patent and can result in legal action.

The lifetime of the License Agreement starts at the date of signature and remains in effect until the annual renewal is not paid or you notify SWD that you will no longer be using the program. A new signed agreement is not required each year that you renew.

Where You Can Use the Program

A VDT program holder with a current membership can conduct the VDT:

- So long as a trained facilitator or Certified Trainer is present to conduct the debriefing
- At any time for your own staff or the general public (families, religious or civic groups, local community, first responders, support groups, etc.)
- To any third party outside of your own organization for free one time only for the lifetime of the agreement. You can deliver the VDT for as many other third parties as you want one time only. If they want the VDT more than once, they should contact SWD to get their own program or have a Certified Trainer conduct the Tour for them as a paid training engagement. Submitting their contact information through a lead form in the member portal provides you with a 5% referral fee for these situations.

A VDT program holder can NOT conduct the VDT:

- At hospitals/medical centers, colleges/universities, conferences or large national corporations other than your own. These specialized and large-scale environments require a Certified Trainer who has more advanced VDT training, and when performed for staff or professional level training should be a paid training engagement through Second Wind Dreams.
- For a fee - you may not charge any organization or person for conducting the VDT. You could have a sponsor or donor cover any costs involved in offering a VDT event, but an entrance fee of any kind is prohibited.

Copying of VDT Materials

The following VDT Materials can be copied:

- VDT Forms including pre and post survey, behavior observation

The following VDT Materials cannot be copied:

- VDT Manual

VDT Membership Renewal

VDT Memberships are renewed every 12 months based on the month in which the original membership agreement was signed. For example, if the original agreement was signed August 6th, the renewal is due the following August.

Second Wind Dreams has a single membership level that renews annually.

The renewal provides a continuation of your license to use of the program and access to the resources of the online member portal. Not paying the annual renewal is considered notification that you are discontinuing use of the program and your license to use the program and access to the portal are discontinued.

Should you choose not to pay the annual renewal, you must return the VDT manual and sensory equipment (headphones, audio recordings, gloves, shoe inserts). A shipping label can be provided by Second Wind Dreams.

VDT Membership Addendum

Any proposed addendum to the Virtual Dementia Tour (VDT) Limited Licensing/Membership Agreement must be drafted and provided to Second Wind Dreams by the signing party for consideration.

VDT Materials Upgrade

VDT Materials used by Members must be up to date. Members are required to upgrade to the newest version of VDT Materials, including the patented components, as notified by Second Wind Dreams.

VDT at Conventions, Conferences, and Speaking Requests

Conducting the Tour at conventions or conferences requires careful consideration of a variety of factors in order to be successful on such a large scale and with the space and timing logistics involved with these types of events. All conference or speaking requests must be forwarded to the VDT Department at Second Wind Dreams.

Regardless of the size of the event, **ALL** convention, conference, and speaking appearances must be negotiated and finalized by SWD. This also includes the VDT at hospitals, health care systems, medical centers, educational institutions, and large corporations. SWD will make all necessary arrangements and handle any fees or contracts as required.

CEUs

CEU credit programs are currently approved and available for the VDT experience (1.5 credit hours), for the DACE (Dementia Aware Competency Evaluation) online training (1 credit hour), and for Facilitator training (5.5 credit hours in-person, 7 hours online). Currently CEUs have been approved for the following organizations: Activities Professionals, Nursing, Dietetics, and Social Work. Please contact Second Wind Dreams for the most updated list of CEU offerings.

Certified Trainers can offer CEUs but must follow the process and procedures provided during the Certified Trainers training. Only Tours run by CTs can offer CEUs. For questions, please contact Second Wind Dreams.

Marketing Materials

SWD must approve all marketing materials. Sample flyers are available upon request. Brochures are available for purchase on the SWD online store. Second Wind Dreams and Virtual Dementia Tour logo must be included and is available in the member portal.

Second Wind Dreams Media Kit including Style Guide

See attached document, *Media Kit 2021*.

Facilitators

At least one facilitator, preferably two, must be trained on how to conduct the VDT through SWD's online facilitator training course or by an approved Certified Trainer. A facilitator cannot train other facilitators. The facilitator can train helpers to do specific jobs of the Tour, such as garbing or behavioral observation, but only the trained facilitator can conduct the debriefing, which is the last and most important step of the Tour.

A facilitator may consider themselves authorized and trained to deliver the VDT but is not "certified" or a "Train the Trainer" to teach other facilitators how to conduct the Tour. Second Wind Dreams designates a Certified Trainer as a specialized and more advanced level of training in dementia and the VDT. A facilitator may upgrade to Certified Trainer status by applying through the SWD website.

A facilitator does not need to renew or retrain after the initial training. Should a facilitator move to a new location, they can conduct the VDT there so long as that location has the VDT program materials, membership and license agreement in place.

Certified Trainers (CTs)

Please refer to the Virtual Dementia Tour® Certified Trainer Handbook.